Partner Institution logo

COTUTELLE AGREEMENT ON JOINT SUPERVISION OF DOCTORAL STUDENT

AND AWARD OF DOUBLE DOCTORAL DEGREE

ESTABLISHED BETWEEN

The "Sapienza" University of Rome, hereafter referred to as "SAPIENZA", whose headquarters are at Piazzale Aldo Moro 5, Rome, Italy, represented for the purposes hereof by the Rector Prof. Antonella POLIMENI, further to the powers vested in her

other stakeholders may be added as appropriate

AND

The [Name and address of the Partner Institution], represented by [**Name**], hereafter referred to as '**[Acronym of the Partner Institution]**',

other stakeholders may be added as appropriate

SAPIENZA and [**Acronym of the Partner Institution**] will hereafter be referred to individually as '**the Partner Institution**' and collectively as '**the Partner Institutions**'.

AND or WITNESSED BY *(the doctoral student as a Party or a witness to the agreement must be agreed upon by the Partner Institutions)*

[**First and last Name of the doctoral student**], residing at [**Address**],

hereafter referred to as '**the doctoral student**',

SAPIENZA, [**Acronym of the Partner Institution**] and the doctoral student will hereafter be collectively as '**the Parties**'.

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In respect and mutual understanding of the applicable national laws and local regulations[1] (as amended), namely:

For SAPIENZA:

- having regard to the resolution of the University Senate of 2 October 2003;
- having regard to Article 19 of Law no. 240/2010 on research doctorates;
- having regard to Ministerial Decree no. 226/2021 on rules governing research doctorates;
- having regard to the University Regulations on research doctorates;

For **[Acronym of the Partner Institution]**:

- **[Applicable internal regulations related to doctoral studies in the Partner Institutions (insert address of the web page if applicable)];**
- …;

the Partner Institutions have agreed on the following terms and conditions.

[1] The Partner Institutions agree not to change the rules regarding the defence and/or the defence procedures after both Partner Institutions set the date for the defence.

BACKGROUND AND PURPOSE OF THE AGREEMENT

This cotutelle agreement, prepared within the context of The European Civic University (CIVIS) of which both Partner institutions are members, aims to promote collaboration and mobility at the doctoral level among its members.

By entering this agreement, each university commits to admitting the doctoral student to doctoral education at their respective institution, to provide joint supervision and to fulfil their obligations towards the doctoral student during the period of cotutelle.

Each partner institution also commits to awarding a separate doctoral degree to the doctoral student upon fulfilment of the requirements.

This agreement specifies the terms of the collaboration. It is entered into with the mutual understanding and respect of each university's respective national legislation and local regulations.

TITLE I. ADMINISTRATIVE PROCEDURES

Article 1 — Identification of the doctoral student and of the thesis topic[2]

§1. The doctoral student for which this agreement is signed is:

Ms/Mr _____

Date of birth _____ in _____

Personal Identity Number (if applicable) ----------

Nationality

Phone number and e-mail address: _____

§2. The doctoral student's thesis topic is:

_____

A description of the doctoral research project is attached to this agreement (appendix 1).

Article 2 —Admission procedure

§1. In accordance with applicable regulations and selection procedures related to doctoral studies in the Partner Institutions, the doctoral student may enter the cotutelle agreement once she/he has been granted permission by the relevant authorities in the Partner Institutions and once she/he is admitted to doctoral education at both Partner Institutions respectively.

§2. At SAPIENZA, the doctoral student is admitted to doctoral education and enrolled in a doctoral training programme in **[Field of the research]**, starting in the **[N-N+1]** academic year. The responsibility for the doctoral training programme lies with **[Name of the structure (department, doctoral school, PhD program, …)].**

At [**Acronym of the Partner Institution**], the doctoral student is admitted to doctoral education and enrolled in a doctoral training programme in [**Field of the research**]**, starting in** the [**N-N+1**] academic year. The responsibility for the doctoral training programme lies with the [**Name of the structure (department, doctoral school, PhD program, …)]**

§3. The Partner Institutions agree that the doctoral student shall follow the

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regulations for doctoral education, both in terms of administrative and academic fulfilment, at the Partner Institutions for the whole period of the cotutelle.

§4. **Tuition fees (if applicable):**

- At SAPIENZA the PhD student is required to pay annually €16,00 for the revenue stamp and €140,00 for regional tax.
- At **[Acronym of the Partner Institution]**: (if applied)

Article 3 — Thesis duration

§1. The period for researching and writing the thesis shall be three years, starting from 1 November ……. Where necessary such term can be prolonged in accordance with the rules in force at both of the Institutions; in any case, the extension period cannot exceed 12 (twelve) months and must be approved by the respective competent Bodies of both Institutions. If approved, this extension automatically applies to the cotutelle agreement. The total duration of the PhD career cannot exceed four (4) years, which includes the three-year legal duration and a maximum extension of 12 months. After this period, no other extension can be approved, and the doctoral student – if admitted - must attend the final exam (thesis discussion) on the first available date set by the University.

Article 4 — Calendar and mobility

§1. The time spent preparing the thesis is split between the two Partner Institutions, according to a calendar established jointly by the two thesis supervisors referred to in Article 6 and in dialogue with the doctoral student.

§2. In accordance with the applicable regulations related to doctoral education in the Partner Institutions, the doctoral student must spend at least [**duration**] preparing their thesis at each Partner Institution.

Article 5 – Social security & Insurance

- At SAPIENZA, all students who are regularly enrolled in degree programmes are covered by insurance (excluding travel to and from the university). The insurance covers not only activities and events on campus, but also off-campus if the activities are officially recognised and authorised by the university.
- At **[Acronym of the Partner Institution]**:

TITLE II. TRAINING AND RESEARCH CONDITIONS

Article 6 —Supervisors

§1. The doctoral student works under the responsibility of a thesis supervisor in each of the two Partner Institutions, namely [**First and Last Name]** at SAPIENZA and [**First and last Name**] at [**Acronym of the Partner Institution**].

§2. The thesis supervisors agree to fully carry out their duties by overseeing the doctoral student's work in accordance with the applicable policies and regulations of each Partner Institution. They shall regularly discuss the progression of the doctoral student.

Article 7 — Evaluation and follow-up

- At SAPIENZA, in accordance with the provisions of the Sapienza regulation on the matter, the Academic Board of the PhD programme deliberates admission or not to the following years:
- At [**Acronym of the Partner Institution**], (if applied)

TITLE III. DEFENCE AND DIPLOMAS/ DEGREE CERTIFICATES

Article 8 —Thesis defence

§1. The doctoral student must comply with the regulations pertaining to doctoral studies in both institutions

Article 9 — Appointment of the examination committee

§1. The examinations commission shall be appointed by the rectors of both universities and shall have an equal number of academics from both Institutions and shall comprise at least four members. The two thesis supervisors might participate in the discussion but not in the valuation.

Article 10 — Language of writing and defence

§1. The thesis shall be written in: (*a language accepted by the relevant bodies of both Partner Institutions*).

§2. The thesis shall be defended in: (*a language accepted by the relevant bodies of both Partner Institutions*).

§3. If requested by one or the other of the two Partner institutions, the thesis manuscript shall include a summary written in: (*indicate the language*).

Article 11 — Thesis defence

§1. Within the framework of the present cotutelle agreement, the thesis ends with a single public defence held at [**Acronym of the Partner Institution concerned**] in the presence of the members of the examination board/examination committee.

§2. The date of the defence is decided jointly, in accordance with the PhD regulations of both Partner Institutions.

§3. Travel and accommodation costs for members of the examination board/examination committee: *to be agreed on between the two Partner Institutions, in accordance with their respective regulations.*

§4. Responsibility for printing of the thesis (including rules for making it public, duplication, filing/archiving etc.):

- At SAPIENZA, within 15 (fifteen) days from the discussion the doctoral student must deposit a digital copy of the thesis in the University database which will transmit it to the National Libraries of Rome and Florence.
- At [**Acronym of the Partner Institution**], (if applied)

Article 12 — Award of the PhD Degree

§1. In accordance with applicable regulations in each Partner Institution and following a favourable thesis defence protocol:

- the title of SAPIENZA Doctor in [**field of the research**]

and

- the title of [**Acronym of the Partner Institution**] Doctor in [**field of the research**]

shall be awarded to the doctoral student, by awarding her/him two diplomas/degree certificates, one from each Partner Institution.

§2. Both degree certificates and/or diploma supplements shall explicitly mention the collaboration of the Partner Institution in the context of the cotutelle agreement, in accordance with applicable regulations in both Partner Institutions.

Article 13 — Code of conduct and duties of the doctoral student

The doctoral student agrees to comply with applicable regulations in the Partner Institutions such as 'code of conduct' and similar regulatory policies.

Article 14 — Compliance with laws and regulations including ethical obligations

§1 The parties shall ensure that their activities under cooperation fully comply with all recognized laws, regulations, guidelines, and recommendations in the relevant fields that are in force during the term of this Agreement.

§2 The Parties acknowledge that in all research activities under the collaboration they shall secure all necessary approvals from the relevant research ethics committees before undertaking any part of a research project requiring ethics committee's approval. The parties shall also obtain properly signed consent and acknowledgement forms from any human subjects or their legal guardians to be involved in the project.

§3 The Parties will cooperate for the purpose of ensuring that each of them complies with ethical obligations and will therefore share information relating to ethical approvals obtained in a transparent manner.

§4 The Partner Institutions agree to ensure that all teaching and research personnel engaged in the collaboration under the current Agreement shall be entitled to full academic freedom.

TITLE IV – INTELLECTUAL PROPERTY, CONFIDENTIALITY AND PUBLICATION

Article 15 — Ownership of the results

The protection of the subject matter of the thesis and likewise the publication, exploitation and protection of the results obtained by the candidate's research in the contracting Institutions shall be subject to the applicable law in force and guaranteed in compliance with the specific procedures in this regard of each of the countries involved in the joint thesis.

Article 16 — Confidentiality

Except in the cases provided for by law or in compliance with obligations deriving from administrative or judicial procedures or from this Agreement, each of the Parties, also for their employees and/or collaborators, undertakes to keep any confidential data and information received strictly confidential in the context of the activities covered by this Agreement.

Article 17 — Publication

- At SAPIENZA, as provided in article 12, paragraph 4

TITLE V – FINAL PROVISIONS

Article 18 — Administrative contacts

For any question or correspondence related to this agreement, please contact the cotutelle administrators:

- At Sapienza: Settore Dottorato di ricerca - corsi e carriere: cotutele.phd@uniroma1.it, Sapienza Università di Roma, Piazzale Aldo Moro, 5, 00185, Roma;

- at [**Acronym of the Partner Institution**]: Ms/Mr (Full name), email address and postal address;

Article 19 — Termination

§1. The agreement is terminated when the collaboration, as stipulated by the agreement, is fulfilled. Each Partner Institution is entitled to terminate this agreement unilaterally with justification with a notice of three (3) months.

In the event of the relationship between the Partner Institutions being terminated, the Partner Institutions shall strive towards that the doctoral student is able to complete their double doctoral degree programme and obtain the appropriate double award, subject to the doctoral student satisfying all requirements specified in this agreement.

§2. If the doctoral student chooses to discontinue his or her doctoral training at either of the two universities, the agreement will also be terminated. The Parties therefore agree that this cotutelle agreement may also be terminated by the doctoral student by a letter sent to the relevant bodies of the two Partner Institutions.

Article 20 — Disputes and Applicable law

§1. In the event of a dispute, the Partner Institutions agree to do everything in their power to reach an amicable resolution. Should such a resolution not be reached, the dispute may be settled by arbitration: each party will appoint a member of the arbitration panel and additional member will be chosen by mutual consent.

§2. This agreement is governed by the substantive law of the countries party to this agreement.

Article 21 — Entry into force – Duration

§1. This agreement enters into force on the date of its signature by the representatives of the Partner Institutions and by the doctoral student. This agreement is signed for a duration of three academic years starting in the [**N-N+1**] academic year.

§2. If the doctoral student has not defended his/her thesis before this deadline and if the Parties do not express a desire to terminate this agreement, this agreement may be renewed

Article 22 — Changes

Any change to the provisions laid down in this agreement shall be made by means of an amendment signed and approved by all Parties.

Article 23 – Force Majeure

If the performance of the Parties' obligations under this Agreement is prevented because of war, natural disasters, strikes, lockouts, blockades or other similar circumstances over which Parties could not prevail, and could not reasonably have foreseen and the consequences of which the Parties could not reasonably have avoided or overcome, the Parties which are unable to meet their obligations may be

exempt from these as long as the obstacle exists.

For "Sapienza" University of Rome THE RECTOR Prof. Antonella POLIMENI **Digitally signed**	For _____ THE PRESIDENT/RECTOR/DIRECTOR Position, full name Date: _____
The Research Doctorate Co-ordinator Position, full name **Digitally signed**[3] (No stamp will appear here)	The Research Doctorate Co-ordinator Position, full name Date: _____
The Thesis Supervisor Position, full name **Digitally signed**[4] (No stamp will appear here)	The Thesis Supervisor Position, full name Date: _____
I, The doctoral student, assure that I have read and understood the content of the agreement. Full name Signature	

[3] To verify the digital signature, click on the 'pen' icon at the top left of the PDF file or visit Sapienza digital signature verification at https://www.studenti.uniroma1.it/CryptoClientWeb/

[4] Refer to the above note 3

Date: _____

APPENDIX 1: DOCTORAL RESEARCH PROJECT